MOU Instructions

(1) Whenever a copy of the MOU is provided to the Coach- they MUST be notified that they have the opportunity to be represented by counsel of their choosing.

(2) Throughout the MOU please provide fixed dollar amounts and refrain from using percentages.

(3) The Term of every employment agreement should be broken into Contract Years or other periods of time. The start of Contract Year 1 should always be the effective date and the end of the final Contract Year should always be the expiration date.

(4) Provide an annual base salary for each Contract Year of the Term, if the annual base salary is the same throughout the Term, please indicate that in Section 2.

(5) For any dollar amount provided in Section 3 please indicate the frequency of the additional benefit. For example, a vehicle stipend of $700 per month or a membership at country club not to exceed $20,000 per year.

(6) In Section 4 (i) select if Coach will receive incentive payments based of Athletic Department Policy or the Exhibit 1 to the MOU. The option that is not selected can and should be deleted from the MOU.

(7) Non-cumulative incentive payments as well as a payment deadline of 90 days are the standard and will be used in the Agreement if Sections 4 (i) & (ii) are left blank.

(8) If the Coach owes a buyout to their previous employer provide the amount the University or Coach has been invoiced in Section 5 (i). In the event that no buyout is owed then Section 5 & 7(ii) should be deleted in its entirety.

(9) As a starting point for Sections 6 & 7, if the Coach wants the University to pay 100% of their remaining base salary if they are terminated without cause; The University should seek 100% of the Coach’s then current annual base salary if they terminate without cause.